

AGREEMENT BETWEEN
THE VILLAGE OF BURR RIDGE, ILLINOIS
AND
THE METROPOLITAN ALLIANCE OF POLICE
BURR RIDGE COMMAND CHAPTER #13
2010-2014

PREAMBLE

THIS AGREEMENT, entered into by the Village of Burr Ridge, Illinois (hereinafter referred to as the "Village" or the "Employer") and the METROPOLITAN ALLIANCE OF POLICE, BURR RIDGE COMMAND CHAPTER #13 (hereinafter referred to as the "Chapter") in recognition of the Chapter's status as the representative of certain of the Village's full-time sworn peace officers and has as its intent to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the Village; to encourage and improve efficiency and productivity; to maintain the highest standards of personal integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, the Village and the Chapter do mutually promise and agree as follows:

ARTICLE I

RECOGNITION

Section 1.1. Recognition. Pursuant to a certification by the Illinois Labor Relations Board in Case No. S-RC-05-109, and the certification issued thereon to the Metropolitan Alliance of Police, Burr Ridge Command Chapter #13 (hereinafter referred to as the "Chapter"), by the Illinois Labor Relations Board, the Village recognizes the Chapter as the sole and exclusive collective bargaining representative for all full-time sworn patrol officers in the rank of corporal and sergeant employed by the Village (hereinafter referred to as "officers" or "employees"), but excluding all supervisory, managerial and confidential employees as defined by the Illinois Public Labor Relations Act ("Act"), including all sworn peace officers below the rank of corporal and above the rank of sergeant, any employees excluded from the definition of "peace officer" as defined in Section 3(k) of the Illinois Public Labor Relations Act, and all other employees of the Village.

Section 1.2. Fair Representation. The Chapter recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Chapter.

Section 1.3. Chapter Stewards. For the purposes of this Agreement, the term "Chapter Stewards" shall refer to the Chapter's locally elected representatives. The Chapter shall immediately inform the Police Chief in writing of the names of such stewards upon their election, as well as immediately inform the Police Chief in writing of any subsequent changes thereto.

Section 1.4. Gender. Unless the context clearly indicates otherwise wherever the male gender or female gender is used in this Agreement, it shall be construed to include both males and females equally.

ARTICLE II

MANAGEMENT- RIGHTS

Section 2.1. Management Rights. Except as expressly limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the right to make and implement decisions with respect to the following matters without having to negotiate over such decisions or the effects of such decisions: to establish, plan, direct, control and determine the budget and all the operations, services, and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work, to assign overtime; to transfer and reassign employees; to establish work and productivity standards and, from time to time, to change those standards; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which departmental services shall be provided or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for employees; to change or eliminate existing methods, equipment or facilities and to introduce new equipment or facilities or introduce ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to discipline, suspend and/or discharge non-probationary employees for just cause in accordance with the applicable provisions of the Illinois Municipal Code (probationary employees without cause); and to relieve or lay off employees.

The Village shall also have the right to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, the Village Administrator, Police Chief or their authorized designees, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes or other emergencies. In the event of such emergency action, the provisions of this Agreement, other than the compensation provisions, may be suspended, provided that all the provisions of this Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist.

ARTICLE III

CHAPTER RIGHTS

Section 3.1. Dues Deductions. Upon receipt of proper written authorization from an employee, the Village shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

Section 3.2. Revocation of Dues. An employee desiring to revoke the dues check off may do so by written notice to the Village and the Chapter at any time upon thirty (30) days' notice.

Section 3.3. Fair Share. During the term of this Agreement, employees who are not members of the Chapter shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Chapter for collective bargaining and contract administration services rendered by the Chapter as the exclusive representative of the employees covered by said Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Chapter. Such fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the Metropolitan Alliance of Police. The Chapter shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Metropolitan Alliance of Police agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers. Accordingly, the Illinois Metropolitan Alliance of Police agrees to do the following:

1. Give timely notice to fair share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision-making process whereby fair share fee payers can object to the amount of the fair share fee.
3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Metropolitan Alliance of Police with respect to fair share fee

payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Chapter. If the affected non-member and the Chapter are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.4. Indemnity. The Chapter hereby indemnifies and agrees to save the Village harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, and shall reimburse the Village for all legal costs that shall arise out of, or by reason of, action taken or not taken by the Village in compliance with the provisions of this Article. The foregoing indemnification clause shall not require the Chapter to indemnify or hold the Village harmless in the event the Village initiates a cause of action against the Chapter, unless the Village initiates such an action in response to a claim or cause of action initiated by another party.

Section 3.5. Labor-Management Committee. At the request of either party, the designated Chapter Steward and the Police Chief or their designees shall meet at least twice a year to discuss matters of mutual concern that do not involve negotiations. The designated Chapter Steward may invite other bargaining unit members (not to exceed two) to attend such meetings. The Police Chief may invite other Village representatives (not to exceed two) to attend such meetings, unless otherwise mutually agreed to in a specific instance. The party requesting the meeting shall submit a written agenda of the items it wishes to discuss at least seven (7) days prior to the date of the meeting. Such meetings shall be limited to:

1. Discussion on the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties; and
3. Safety issues.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management meetings." Nor shall such meetings be used for purpose of seeking to negotiate changes to the terms of this Agreement.

Attendance at labor-management meetings shall be voluntary on the employee's part. Attendance at such meetings shall not interfere with required duty time. Attendance during duty time will be permitted only upon the prior approval of the Chief of Police or designee.

Section 3.6. Bulletin Board. The Village will make available bulletin board space on one (1) of the visible and accessible bulletin boards in the Squad room for the posting of official

Chapter notices and information of a non-political and non-inflammatory nature. The Chapter will limit the posting of Chapter notices to said bulletin board.

ARTICLE IV

FIRE AND POLICE COMMISSION

Section 4.1. Fire and Police Commission. The parties recognize that the Village of Burr Ridge Fire and Police Commission has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter, and enforce rules and regulations and to hire, promote or demote employees. Nothing in this Agreement is intended in any way to replace or diminish any such authority, except as otherwise expressly provided in Section 6.10 (Suspension and Termination).

ARTICLE V

HOURS OF WORK AND OVERTIME

Section 5.1. Application of Article. This Article is intended only as a basis of calculating overtime payments, and nothing in this Agreement shall be construed as a guarantee of hours of work per day, week, tour of duty, work period or year.

Section 5.2. Normal Workday. The normal workday shall consist of eight hours, including a 30-minute paid meal period, generally scheduled by the Village to occur sometime between the third and fifth hour of the shift. This meal period shall be considered out of service time during which the employee will be subject only to emergency calls. Employees will be allowed to take two (2) breaks of fifteen (15) minutes duration each, with one break during the first four (4) hours of a tour of duty, and one break during the second four (4) hours of a tour of duty. Employees on break shall remain available for any and all calls for service and respond accordingly.

Unless the parties mutually agree otherwise, the shifts, workdays and hours to which employees are assigned shall be based upon the departmental rotating shift schedule that was in effect immediately prior to the effective date of this collective bargaining agreement.

While it is recognized that it may be necessary to change an employee's shift for such reasons as the need to rebalance shifts due to retirements or for other operational reasons, once an employee's shift schedule has been assigned, an employee's assigned shift will not be changed solely to avoid the payment of overtime.

Section 5.3. Normal Work Cycle. The normal work cycle under Section 7K of the Federal Fair Labor Standards Act shall be 28 days.

Section 5.4. Shift Exchanges. An employee shall be permitted to exchange shifts with another employee, subject to the approval of the Chief of Police or designee, and subject to the following provisions:

1. The change does not result in additional overtime compensation being paid to any of the employees involved in the shift exchange.
2. The vacation picks of employees changing shifts will be limited to the days previously picked by the other employee and/or on days on the new shift where there is an open slot.

Section 5.5. Overtime Pay. An employee shall be paid 1-1/2 times the regular straight-time hourly rate of pay for all hours worked, in increments of no less than one-half of an hour, as long as the employee works fifteen (15) minutes or more in each half-hour increment, in excess of 8 hours in an employee's normal workday. No overtime shall be worked or paid without the prior authorization of the employee's immediate supervisor. For the purposes of this Section, an employee's normal workday shall be deemed to be the 24 hour period commencing with the start of the employee's shift. Employees will also receive overtime pay in compliance with the FLSA in terms of hours worked in excess of a forty (40) hour work week.

Section 5.6. Compensatory Time. During a fiscal year beginning May 1, an employee shall have the option of accruing up to a maximum of thirty-two (32) hours of compensatory time in lieu of overtime pay. Use of accumulated compensatory time shall be at times mutually agreed upon by the employee and the Police Chief or his designee.

If accrued compensatory time is not used by the end of the fiscal year, it will be paid off at the employee's straight time hourly rate of pay as of the last day of the fiscal year, except a Sergeant or Corporal may carryover up to 16 hours of compensatory time from one fiscal year to the next. Any unused compensatory time that an employee has at time of separation from Village employment (including retirement) shall be paid off at the employee's straight time hourly rate of pay as of the employee's last day of employment.

Section 5.7. Court Time. Effective upon execution of this Agreement, employees who are required to make court appearances on behalf of the Village during off-duty hours that they are not scheduled to work will receive a minimum guarantee of two (2) hours pay at time and one half for each such appearance, except that the minimum shall be three (3) hours at time and one half for misdemeanor and/or felony court appearances in Wheaton, Illinois.

If an employee is required to call in to inquire about the status of a court call where the employee may be asked to appear, the employee shall receive a minimum guarantee of two hours straight time pay if the employee's appearance is not required.

The foregoing minimum guarantees shall not apply if court time continuously precedes or follows an employee's working hours, either regularly scheduled or overtime, in which case the employee will be paid only for actual hours worked.

Section 5.8. Overtime Assignments. The Chief of Police or the Chiefs designee(s) shall have the right to require overtime work and employees may not refuse overtime assignments. The opportunity to work posted overtime will be distributed as equitably as practicable among employees per the current practice of first come, first served basis. In addition, notwithstanding the above, the Village retains the right to assign specific individuals to perform specific overtime assignments due to their qualifications or to complete work in progress. If an employee establishes that he/she has not received an overtime opportunity he/she should have, such employee may have first preference for the next overtime assignment.

Section 5.9. Meetings. Any employees required to be at an all-employee departmental meeting during off duty hours shall be compensated for actual time of attendance at said meeting with a minimum of two (2) hours pay at the applicable rate of pay.

Section 5.10. Call Back Pay. A call-back is defined as an official assignment of work that does not continuously precede or follow an officer's scheduled working hours and involves the officer returning to work after the officer has worked a shift. A call-back shall be compensated at one and one-half (1 1/2) times an employee's regular straight-time hourly rate of pay for all hours worked on call-back, with a guarantee of not less than two (2) hours work or two (2) hours pay, whichever is applicable.

Section 5.11. No Pyramiding. Compensation shall not be paid more than once or compensatory time taken for the same hours under any provisions of this Article or Agreement.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 6.1. Definition. A "grievance" is defined as a dispute or difference of opinion concerning the interpretation or application of the express provisions of this Agreement raised by an employee (or by the Chapter pursuant to Section 6.7 of this Agreement) against the Village involving an alleged violation or misapplication of an express provision of this Agreement.

Section 6.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

- Step 1: Any employee who has a grievance shall submit the grievance in writing to the Deputy Chief or his designee. The grievance shall contain a full statement of all relevant facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. To be timely, the grievance must be presented no later than ten (10) calendar days after the first act or event that is the basis of the grievance or ten (10) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first act or event that is the basis of the grievance. The Deputy Chief or his designee shall respond to the grievance in writing within ten (10) calendar days.
- Step 2: If the grievance is not satisfactorily settled in Step 1, it may be appealed in writing to the Chief, or the Chiefs designee, within seven (7) calendar days after a decision was rendered by the immediate supervisor in Step 1. Within ten (10) calendar days after presentation of the written grievance to the Chief, the Chief, or the Chiefs designee, shall provide a written response.
- Step 3: If the grievance is not settled in Step 2, the written grievance shall be presented by the Chapter Steward and/or other Chapter representative to the Village Administrator, or the Village Administrator's designee, not later than ten (10) calendar days after the Chief of Police, or the Chiefs designee, replies to the grievance. The Village Administrator or the Village Administrator's designee shall make such investigation of the facts and circumstances as he/she, deems necessary, and may meet with the employee and/or the Chapter Steward and/or other Chapter representative. The Village Administrator or the Village Administrator's designee will give a written answer to the grievance within ten (10) calendar days after the date of the meeting to the Chapter and the employee, or, if there is no meeting, within fourteen (14) calendar days after the date the grievance was received by the Village Administrator, or the Village Administrator's designee.

Section 6.3. Arbitration. A grievance not settled in Step 3 may be appealed by the Chapter to arbitration by serving on the Village, not later than twenty-one (21) calendar days after the date of the reply of the Village Administrator or the Village Administrator's designee, a written request to arbitrate. If the parties fail to agree within fifteen (15) days after receipt of the

written request to arbitrate upon an arbitrator to hear the grievance, they shall request the Federal Mediation and Conciliation Service ("FMCS") to submit a panel of seven (7) proposed arbitrators. The parties agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators who reside in Illinois, Wisconsin, or Indiana. Each party may strike one (1) panel in its entirety and request that a new panel be submitted. The parties shall select the arbitrator by alternately striking a name until one (1) name remains, who shall be the arbitrator. The party requesting arbitration shall strike the first name.

Section 6.4. Arbitrator's Authority. The arbitrator shall consider and decide only the questions of fact raised by the grievance, as originally submitted at Step 1, and confirmed in writing at Step 2, as to whether there has been a violation, misinterpretation or misapplication of the express provisions of this Agreement. The arbitrator shall have no power or authority to render a decision (1) contrary to the express provisions of this Agreement or (2) restricting, limiting or interfering in any manner with the powers, duties or responsibilities granted to or imposed on the Village or the Village Fire and Police Commission under this Agreement, applicable law or public policy. The arbitrator shall not have the power to amend, delete, add to or change in any way any of the terms of this Agreement or to impair, minimize or reduce any of the rights reserved to management under the terms of Article II or other terms of this Agreement, either directly or indirectly, nor shall the arbitrator have the power to substitute the arbitrator's discretion for that of management. In addition, the arbitrator shall have no authority to impose upon any party any obligation not provided for explicitly in this Agreement, or to issue any decision or propose any remedy which is retroactive beyond the period specified in Step 1 of this grievance procedure. Any decision or award of the arbitrator rendered within the limitations of this Section 6.4 shall be binding upon the Chapter, the employee and the Village.

Section 6.5. Time Limits. If a decision is not rendered by the Village within the time limits provided for in this grievance procedure, the aggrieved employee, or the Chapter, may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step as provided above. If at any step the aggrieved employee or the Chapter does not submit the grievance or appeal the Village's decision in the manner and time limits provided for in the grievance procedure, the grievance shall be considered settled on the basis of the last decision of the Village without any further appeal or reconsideration. The time limits at any level of the grievance procedure may be extended by mutual written agreement between the Chapter and the Village. In addition, the Chapter and the Village may mutually agree to skip a step or steps of the grievance procedure, in writing, in a specific instance.

Section 6.6. Decision and Fee. The decision of the arbitrator, within the limits prescribed in this Article VI, shall be binding on all parties to the grievance, including the Village, the Chapter and the aggrieved employee. The fee and expenses of the arbitrator shall be borne equally by the Village and the Chapter; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6.7. Chapter Grievance. If the Chapter believes that the Village has violated a specific provision of this Agreement that concerns a specific Chapter right (e.g., dues check off, bulletin board, etc.), the Chapter may file a grievance on its own behalf in accordance with the provisions set forth in this Article.

Section 6.8. Rights. No settlement or agreement shall be binding on the Chapter unless the Chapter has had the opportunity to be present and agree to such settlement. It is acknowledged that the Chapter has the right to exercise its discretion to refuse to process an employee grievance that the Chapter believes is not meritorious.

Section 6.9. Aggrieved Employee. An employee who files a grievance must have a direct interest in the grievance in that the outcome of the grievance directly affects the employee's own wages, hours or work conditions as set out and determined by the provisions of this Agreement. Each grievance shall be considered a separate matter and shall be handled separately and distinctly. Separate grievances shall not be arbitrated together, except by mutual written agreement of the Village and the Chapter.

Section 6.10 Suspension and Termination. The parties agree that the Chief of Police (or the Chief's designee shall have the right to suspend an officer for up to thirty (30) days or dismiss a bargaining unit employee for just cause, without filing charges with the Village Board of Fire and Police Commissioners. The decision of the Police Chief or the Chief's designee with respect to the suspension or dismissal action shall be deemed final, subject only to the review of said decision through the grievance and arbitration procedure, provided a grievance is filed in writing within five (5) calendar days after such discipline is imposed. The sole recourse for appealing any such decision by the Chief of Police shall be for the employee to file a grievance as described herein.

If the employee elects to file a grievance as to his or her suspension or dismissal, the grievance shall be processed in accordance with Article VI of this Agreement, except that it shall be filed at Step 3 of the procedure. In accordance with Section 3 of this Article, only the Chapter may refer a grievance to arbitration. If the grievance proceeds to arbitration and the arbitrator determines that the disciplinary action was not supported by just cause the arbitrator shall have the authority to rescind or to modify the disciplinary action and order back pay, or a portion thereof. No relief shall be available from the Board of Fire and Police Commissioners with respect to any matter which is subject to the grievance and arbitration procedure set forth in Article 6 of the Agreement. Any appeal of an arbitrator's award shall be in accordance with the provisions of the Uniform Arbitration Act as provided by Section 8 of the IPLRA.

Pursuant to section 15 of the IPLRA and 65 ILCS 10-2.1-17, the foregoing provision with respect to the appeal and review of suspension or discharge decisions shall be in lieu of, and shall expressly supersede and preempt, any provisions that might otherwise be contained in the rules and regulations of the village board of fire and police commissioners. Any verbal warnings, written reprimands, written warnings or other discipline not involving an unpaid suspension or dismissal shall not be subject to the grievance and arbitration procedure.

ARTICLE VII

NO STRIKE CLAUSE

Section 7.1. No Strike. Neither the Chapter nor any of its officers or agents or any employee will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, slow-down, speed-up, concerted stoppage of work, concerted refusal to perform overtime or other work, concerted, abnormal or unapproved enforcement procedures or policies, work-to-the-rule situation, mass resignations, mass absenteeism, picketing or any other interruption or disruption of the operations of the Village, regardless of the reason for doing so. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligation under this Agreement and to direct them to return to work.

Section 7.2. No Lockout. The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

Section 7.3. Judicial Restraint. Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

Section 7.4. Discipline of Strikers. Any employee who violates the provisions of Section 7.1 of this Article shall be subject to disciplinary action. Any disciplinary action taken by the Village against any officer who participates in any action prohibited by Section 7.1 shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance and arbitration procedure set forth in this Agreement. Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Burr Ridge Board of Fire and Police Commissioners.

ARTICLE VIII

HOLIDAYS

Section 8.1. Holidays. The following six (6) listed holidays are the recognized holidays for purposes of this Article. Employees may be scheduled to work on the holidays.

New Years Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas

If an employee is not scheduled to work on any of the forgoing holidays, excluding Christmas, the employee shall receive 8 hours of personal time to be scheduled at times approved by the Chief or the Chief's designee. An employee who is not scheduled to work on Christmas shall receive eight (8) hours of compensatory time, said compensatory time to be used between December 26 and the following April 30th, and scheduled and approved in advance by the Chief or the Chief's designee. If the employee works any of said holidays, the employee will be paid two hours of holiday pay for each hour worked on said holidays, in addition to his regular pay for the holiday in question.

Employees will also receive four (4) hours of compensatory time for Christmas Eve and four (4) hours of compensatory time for New Year's Eve, said compensatory time to be used between December 23 and the following April 30, and scheduled and approved in advance by the Chief or the Chief's designee.

Personal Days. In addition, in lieu of additional holidays, each January 1 employees shall receive five (5) personal days to be scheduled at times approved by the Chief or the Chief's designee. A personal day must be scheduled and approved in advance by the Chief or the Chief's designee. The Chief or his designee will make a good faith effort to respond to timely requests for personal leave within five (5) calendar days of receipt. Personal days do not accumulate and any personal days not used during the calendar year or prior to the date of termination shall be forfeited.

ARTICLE IX

VACATIONS

Section 9.1. Eligibility and Allowances. All employees shall be eligible to receive one (1) week of paid vacation after completion of six (6) months of continuous service in a bargaining unit position. Thereafter, employees will be eligible to receive paid vacation as of the start of the calendar year following the employee's first anniversary of continuous service in a bargaining unit position based on the following schedule:

<u>Length of Continuous Service</u>	<u>Amount of Vacation</u>
After 1 year	Two (2) weeks
After 5 years	Three (3) weeks
After 10 years	Four (4) weeks
After 17 years	Five (5) weeks

Up to a maximum of forty (40) hours of accrued vacation may be carried over by an employee from one calendar year to the next.

Section 9.2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect on the payday immediately preceding the employee's vacation. Employees will be paid their vacation pay as part of their regular paycheck for the period in which that vacation is taken.

Section 9.3. Vacation Scheduling. All vacation schedules shall be arranged in advance and approved by the Chief of Police or designee. On each shift, up to two (2) weeks of vacation will be granted by departmental rank within the bargaining unit, then by seniority within the unit, if it is requested prior to March 1. After March 1, vacations will be granted on a "first come, first serve" basis. Requests for vacation time off in excess of two (2) weeks must receive the prior approval of the Village Administrator.

Notwithstanding the foregoing, it is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the Chief of Police in order to insure the orderly performance of the services provided by the Village.

Section 9.4. Vacation Pay Upon Termination. Upon separation from employment, employees will be paid for unused vacation days provided at least two (2) weeks' notice is provided to the Village.

Section 9.5. Accumulation. Vacation credit shall not be accumulated during any layoff period or during any unpaid leave of absence.

Section 9.6. Village Emergency. In the case of an emergency, the Village Administrator or Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any employee from vacation in progress.

ARTICLE X

SENIORITY, LAYOFFS AND RECALLS

Section 10.1. Seniority. Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a police officer's length of continuous full-time service in rank with the Village since the officer's last date of hire as a police officer in rank. Seniority shall not include periods of unpaid leave time in excess of thirty (30) days.

Section 10.2. Layoffs. Where there is an impending layoff of employees covered by this Agreement; the Village shall give both the Chapter and the affected employees at least thirty (30) days notice of the effective date of the layoff. The Chapter will be provided with the names of the employees to be laid off.

Section 10.3. Recall. Employees who are laid off shall be placed on a recall list for a period of two (2) years or the employee's length of service, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff. Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be by certified or registered mail with a copy to the Chapter, provided that the employee must notify the Chief of Police or the Chief's designee of the employee's intention to return to work within seven (7) calendar days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Chief of Police or the Chief's designee with the latest mailing address. If an employee fails to respond in a timely manner to a recall notice, the employee's name shall be removed from the recall list.

Section 10.4. Effects of Layoff. During the period of time that non-probationary employees have recall rights as specified above, the following provisions shall be applicable to any non-probationary employees who are laid off by the Village:

1. An employee shall be paid for any earned but unused vacation days, and any compensatory time which was earned in lieu of overtime pay.
2. An employee shall have the right to maintain insurance coverage by paying in advance the full applicable monthly premium for single and, if desired, family coverage.
3. If an employee is recalled, the amount of accumulated sick leave days that the employee had as of the effective date of the layoff shall be restored.
4. Upon recall, the employee's seniority shall be adjusted by the length of the layoff.

Section 10.5. Posting of Seniority List. The Village agrees to post annually a list covering the names of officers who are covered by this Agreement, in order of seniority from last date of hire in a position covered by this Agreement. The Village shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the Village in writing within fourteen (14) calendar days after the Chapter's receipt of the list.

Section 10.6. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes, if the employee:

- (a) quits;
- (b) is discharged;
- (c) voluntarily retires (or is retired should the Village adopt and implement a legal mandatory retirement age);
- (d) fails to report to work at the conclusion of an authorized leave or vacation, unless there are proven extenuating circumstances beyond the employee's control which prevent timely notification and return;
- (e) is laid off and fails to notify the Police Chief or his designee of his intention to return to work within three (3) calendar days after receiving notice of recall or seven (7) calendar days from the date of the mailing of the notice, whichever is less, or fails to return to work within fourteen (14) calendar days after his/her notification of intent to return to work or such further date that the Village sets for the employee's return to work;
- (f) is laid off for a period in excess of two (2) years, or the employee's length of service, whichever is less;
- (g) does not perform work for the Village for a period in excess of one (1) year, provided, however, this provision shall not be applicable to absences due to military service, established work related injury compensable under workers' compensation, disability pension, or a layoff where the employee has recall rights; or
- (h) is absent for two (2) consecutive working days without authorization unless there are proven extenuating circumstances beyond the employee's control that prevent notification.

Nothing in this Section is intended to interfere with the statutory jurisdiction and authority of the Burr Ridge Board of Fire and Police Commissioners.

ARTICLE XI

SICK LEAVE

Section 11.1. Sick Leave. Effective January 1, 2003, during the first year of employment an employee will start earning sick leave at the start of the third full month of employment and will be eligible to earn a total of ten (10) sick leave days during the first year of employment. Commencing with the first month of the second year of employment and each year thereafter, at the start of each of the first ten (10) months of the year in question an employee will earn one sick leave day per month, *i.e.*, a total of ten (10) sick leave days per year.

Example: An employee whose first day of employment is February 13, 2003, will start earning sick leave as of May 1, 2003 and will earn a total of ten sick leave days during his/her first year of employment. Commencing March 1, 2004, and on March 1 of each succeeding year, such employee will earn one sick leave day for each of the ten consecutive months from March through December. No sick leave days will be earned on either January 1 or February 1.

Section 11.2. Use of Sick Leave Days. Except as otherwise provided herein, sick leave days may only be used if the employee is sick. In the event an employee is unable to work due to personal illness, the employee must inform the Police Chief or designee prior to the start of the scheduled work day. Failure to inform the Police Chief or designee supervisor each day of absence, or agreed intervals in the case of an extended illness, will result in loss of pay. A Sergeant or Corporal may be permitted to utilize sick time for an employee's doctor or dentist appointment that cannot be scheduled during their non-work time or to care for a member of their immediate family (as defined in the Village personnel manual) who is ill, provided such usage is approved by the Chief of Police or the Chief's designee, and provided: 1) at least one sergeant or corporal is present and working on the shift when the absence occurs; and 2) the absence will not cause the shift to drop below minimums, unless otherwise authorized by the Police Chief in a specific instance. Employees will comply with such reporting rules as may be established by the Police Chief. An employee leaving the employ of the Village for any reason shall not be entitled to any compensation for any accumulated but unused sick leave days.

In a case of very serious or prolonged illness or for family leave, an employee who uses all accumulated sick leave shall use all accumulated vacation and/or other paid time off for sick leave purposes before being removed from full-pay status. The time on leave for a prolonged personal illness may not exceed six months, unless an exception is made by the Village Administrator. Upon exhaustion of the above benefits, the employee may apply for eligible disability benefits.

The Village retains the right to take corrective steps to deal with abuse of sick leave or if an employee has prolonged and/or frequent and regular absences which hinder the carrying out of their responsibilities. Such corrective steps may include medical consultations, informal or formal disciplinary action, including dismissal.

ARTICLE XII

ADDITIONAL LEAVES OF ABSENCE

Section 12.1. Discretionary Leaves. The Village may grant, in its sole discretion, a leave of absence under this Article to any bargaining unit employee. The Village shall set the terms and conditions of the leave, including whether or not the leave is to be with or without pay and/or with or without benefits. All requests for such leave must be submitted in writing by the employee via his/her department head to the Village Administrator. Such leave will be granted only when it is not detrimental to the best interests of the Village.

Section 12.2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the Police Chief or the Chief's designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for a leave of absence shall, if granted, be furnished to the employee by the Police Chief or the Chief's designee and shall be in writing.

Section 12.3. Jury Duty. An employee who is required to report for jury duty shall be excused from work without loss of pay for the period of time which the employee is required to be away from work and during which the employee would have otherwise been scheduled to work.

An employee shall notify the Police Chief or the Chief's designee if the employee is required to report for jury duty. In order to be compensated for performing jury duty, an employee must sign over to the Village any check received for performance of such jury duty, excluding any reimbursement for travel expenses.

Section 12.4. Funeral Leave. In the event of a death of a member of the immediate family of an employee or his/her spouse, the employee will be granted up to three (3) days off with pay to attend the funeral. For the purposes of this Section, immediate family shall be defined as the husband/wife, son/daughter, step son/step daughter, mother/father, mother-in-law/father-in-law, sister/brother, grandmother/grandfather of the employee and/or the employee's spouse. The Village retains the right to require proof of the funeral and the employee's attendance at the funeral.

Section 12.5. Benefits While On Unpaid Leave. Upon the employee's return, the Village will place the employee in the employee's previous job if the job is vacant; if the job is not vacant, the employee will be placed in the first available opening in the employee's classification according to the employee's seniority. If, upon expiration of the leave of absence, there is no work available for the employee or if the employee would have been laid off according to the employee's seniority except for the employee's leave, the employee shall go directly on layoff. During the approved leave of absence or layoff under this Agreement, the employee shall be entitled to continuation or conversion coverage under applicable group medical (pursuant to COBRA) and life insurance plans to the extent provided in such plans, provided the employee makes arrangements for the change and arrangements to pay the entire

insurance premiums involved, and any additional surcharges as allowed by law, including the amount of premium previously paid by the Village.

Section 12.6. Non-Employment Elsewhere. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may be subject to immediate discipline, including without limitation discharge.

Section 12.7. Military Leave. Military leaves will be granted in accordance with applicable laws.

Section 12.8. Family Medical Leave Act. The Village agrees to abide by the provisions of the Family and Medical Leave Act of 1993, as amended from time to time. The parties agree that the Village may adopt policies to implement the Family and Medical Leave Act of 1993 as provided in the Act and the applicable rules and regulations issued thereunder. The parties further agree that the enforcement of this Section shall be as provided in said Act and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

ARTICLE XIII

WAGES AND ECONOMIC BENEFITS

Section 13.1. Wages. Effective upon execution of this Agreement, employees shall be paid in accordance with their placement on the salary schedule attached as Appendix B for the 2010-11, 2011-12, 2012-13 and 2013-14 fiscal years. During the term of this Agreement, employees not at the top of the salary schedule shall be eligible to advance to the next step on the anniversary date of their promotion to their existing rank, provided further, it has been determined through the performance appraisal process that they have met departmental standards during the preceding year.

Following execution of this Agreement, when subsequently placing a newly promoted corporal or sergeant onto the salary schedule, Appendix B, such employee shall receive a five percent increase (5%) upon the effective date of such promotion and, upon the following annual anniversary date of such promotion, be placed at the step which is closest to, but above, their annual salary on said Appendix. (E.g., if a patrol officer with a salary of 69,052 is promoted to corporal on January 1, 2010, said officer's salary would increase by 5%, to \$72,504, and the officer would move to Step 5 on the corporal's wage schedule one year later, on January 1, 2011).

Section 13.2. Educational Assistance Program. Employees covered by this Agreement shall be eligible to participate in any Educational Assistance Program that the Village may have in effect from time to time on the same terms and conditions that are applicable to Village employees generally, except commencing with the fiscal year beginning May 1, 2008, the Village will reimburse an officer up to a maximum of \$3,000 for under the Educational Assistance Program.

Section 13.3. Mileage Reimbursement. When available, employees shall use Village vehicles for Village business. If, however, a Village vehicle is not available and an employee has received approval from the Police Chief or designee to use his/her personal vehicle, said employee shall receive mileage reimbursement at the rate per mile allowed by the Internal Revenue Service.

Section 13.4. Deferred Compensation Plan. Employees covered by this Agreement shall be eligible to participate in any deferred compensation plan that the Village may have in effect from time to time on the same terms and conditions that are applicable to Village employees generally.

Section 13.5. Employee Anniversary Recognition Program. Employees shall receive a savings bond in the face amount of \$1,000 upon the anniversary of their fifth, tenth, fifteenth, twentieth, and twenty-fifth year of continuous full-time employment as a Village employee, or a \$500.00 cash option per Village policy.

Section 13.6. Retiree Bonus. An employee who retires pursuant to the provisions of the Village of Burr Ridge Police Pension Plan at age 51 or older with at least twenty (20) years of service as a Burr Ridge police officer shall receive a retirement bonus of \$5,000.

Section 13.7. Field Training Officer Pay. Effective upon execution of this Agreement, any corporal assigned to function as a Field Training Officer (FTO) for a given regular work shift shall receive one (1) hour of additional pay, at straight time. Sergeants will not normally be assigned to function as an FTO, but in the event the Police Chief specifically assigns a sergeant to serve as an FTO for a given regular work shift, then such sergeant shall receive one (1) hour of additional pay, at straight time.

ARTICLE XIV

UNIFORMS AND EQUIPMENT

Section 14.1. Uniforms and Equipment. Upon being hired by the Village, employees shall receive their initial issue uniforms and equipment. The Village will replace at its expense the spring and winter coat, safety helmet, and leather gear upon turning in the item that needs to be replaced. Each uniformed employee shall have an annual uniform allowance of \$550 per fiscal year to replace through purchase order approved uniform and equipments items using either of two (2) vendors specified by the Village. Such annual uniform allowance shall be pro rata if employed for less than a year. Purchase Orders must be received by employees on or before July 1st of each year of this Agreement.

Each employee assigned as a non-uniformed detective shall be issued a check in the amount of \$650 per fiscal year as a clothing allowance to purchase non-uniform items of clothing for use in their plainclothes assignment. Such annual uniform allowance shall be pro rata if employed for less than a year.

The Village will, upon request, provide bullet-resistant vests, which shall be up to Level IIIA as existing vests are replaced pursuant to the existing replacement schedule, to employees at Village expense and such vests must be worn by employees while on uniformed duty. Such vests will normally be replaced five (5) years after date of issuance to the employee, or earlier if necessary due to physical damage to the vest or per the manufacturer's specified replacement schedule.

ARTICLE XV

INSURANCE

Section 15.1. Coverage. The Village agrees to continue to provide medical, dental, and life insurance coverage for employees through the Intergovernmental Personnel Benefit Cooperative (IPBG). Notwithstanding the foregoing, the Village retains the right to change insurance provider(s), carrier(s), third party administrators, or to self-insure for the provision of health, dental, and/or life insurance benefits, and the Village further reserves its right to institute, maintain and change cost containment, benefits and other provisions of such plan(s), provided that such changes are made in the plan(s) for other Village employees. For employee coverage, the Village will pay 90% of the cost of employee coverage and the employee shall pay the remaining 10% of the cost. For dependent coverage, the Village will pay 75% of the specified premium cost and the employee, if he/she elects to have dependent coverage, shall pay the remaining 25% of the cost.

Section 15.2. Village Insurance Benefit Reciprocity. In recognition of the desirability of maintaining a uniform policy Village-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Village makes any changes, modifications or improvements with respect to any of the Village's health, life, or dental insurance programs that are applicable to all other full-time non-represented Village employees, then such changes, modifications, or improvements (including the cost sharing arrangements between the Village and the employee) shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to all other full-time non-represented Village employees.

Section 15.3. Terms of Insurance Policies to Govern. The extent of coverage under the insurance plan documents referred to in this Agreement shall be governed by the terms and conditions set forth in those policies. Any questions or disputes concerning such insurance documents, or benefits under them, shall be resolved in accordance with the terms and conditions set forth in the policies and shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The failure of any insurance carrier(s) or organization(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Village, nor shall such failure be considered a breach by the Village of any obligation under this Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or organization(s) from any liability it may have to the Village, Village employee or beneficiary of any Village employee.

Section 15.4. Flex Plan. The Village will offer employees, under the same terms and conditions that are offered from time to time to other Village employees, the opportunity to participate in the Village's Section 125 Flex Plan. The Village will continue to offer this program only so long as the program continues to be authorized by the Internal Revenue Service.

ARTICLE XVI

OUTSIDE EMPLOYMENT

Section 16.1. Outside Employment. The Chief of Police may restrict off-duty employment in the best interests of Department operations. Employees may be allowed to engage in off-duty employment up to a maximum of twenty (20) hours per week, subject to the prior written approval of the Chief of Police and such provisions as may be set forth by general order or applicable Village policies.

Section 16.2. Extra Duty Details. When the Departments posts an extra duty detail, it will be filled on a "first come, first served" basis. Any employees who accepts an extra duty assignment and who later rejects or declines it shall be responsible for finding a replacement and failure to do so shall result in the employee being ineligible for extra duty details for six (6) months. Any employee who works an extra duty detail shall be paid at the hourly rate specified in the posting for the detail in question.

ARTICLE XVII

STATUTORY RIGHTS

Section 17.1. Bill of Rights. The Village agrees to abide by the lawful requirements of the "Uniform Police Officer's Disciplinary Act," 50 ILCS 725/1 - 725/7 as amended.

Section 17.2. Personnel Files. The Village agrees to abide by the lawful requirements of the "Personnel Records Review Act," 820 ILCS 40/1 – 40/13 as amended.

Section 17.3. Non-Discrimination. The Village and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, disability and Chapter activities or non-Chapter activities.

Section 17.4. Access to Grievance Procedure. The parties agree that an alleged violation of any of the above Sections of this Article (i.e., Sections 17.1, 17.2, and 17.3) may not be taken to the arbitration step of the grievance procedure absent the specific written agreement of both the Village and the Chapter.

Section 17.5. Chapter Representation. An employee shall be entitled to request the presence of a Chapter representative at any meeting, conference, interview or interrogation under circumstances where the actions of the affected employee are being investigated and the affected employee has objective reasons to believe that he/she may be subject to a suspension without pay or termination. For purposes of this Section, a "Chapter representative" shall mean one of the elected officers of the bargaining unit who have been previously identified in writing to the Police Chief. One Labor Council representative may also be present for any formal interrogation. A Labor Council representative may attend an informal investigatory interview, provided the presence or unavailability of such representative does not unreasonably delay such interview.

Except as specifically provided above, this procedure shall not apply to meetings and conferences held between supervisors and employees concerning an employee's evaluation, nor shall it apply to any situations involving the employee's performance of his duties, including fact gathering conferences between supervisors and employees, where there is no discussion of possible termination or suspension.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

Section 18.1. Ratification and Amendment. This Agreement shall become effective when ratified by the Village Board and the Chapter members and signed by authorized representatives thereof, and may be amended or modified during its term only with the mutual written consent of both parties.

Section 18.2. Americans with Disabilities Act. Notwithstanding any other provisions of this Agreement, it is agreed that the Village has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

Section 18.3. Employee Assistance Plan. Employees covered by this Agreement shall be eligible to participate in any Employee Assistance Plan that the Village may have in effect from time to time on the same terms and conditions that are applicable to Village employees.

Section 18.4. Impasse Resolution. Upon the expiration of this Agreement the remedies for the resolution of any bargaining impasse shall be in accordance with the alternative impasse resolution procedure attached as Appendix A and incorporated herein by reference.

Section 18.5. Application of Agreement to MEG Unit and Other Special Assignment Employees. Notwithstanding anything to the contrary in this Agreement, employees who may be assigned to the Metropolitan Enforcement Group ("MEG") or to any other governmental or inter-governmental agency having an independent law enforcement authority or basis of jurisdiction, and employees assigned to perform law enforcement functions under the partial direction of another governmental entity shall be subject for the duration of such assignment to the practices, policies, procedures and directives which are generally applicable to officers assigned to that agency or which are applied pursuant to the authority of the other governmental entity, even though such practices, policies, procedures and directives may be inconsistent or in conflict with the provisions of this Agreement. The application of such practices, policies, procedures and directives shall not be subject to the grievance and arbitration procedures of the Agreement. Without in any way limiting the generality of the foregoing, the practice, policies, procedures and directives of MEG applicable to hours of work and overtime shall be deemed to supersede inconsistent or contrary provisions of Article V (Hours of Work and Overtime) of this Agreement.

Section 18.6. Drug and Alcohol Testing. Employees covered by this Agreement shall be covered by the Village's drug and alcohol testing policy that is applicable to other Village employees in safety sensitive positions and subject to DOT regulations on the same terms and conditions that are applicable to such other Village employees in safety sensitive positions.

Section 18.7. Fitness for Duty. If the Village reasonably believes that a bargaining unit employee is not fit for duty (or fit to return to duty following a leave of absence), the Village may require, after giving the effected employee written notice, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or Board certified psychologist selected by the Village. The employee may, under

such circumstances, present a certification of fitness from his/her own physician and/or psychologist to the physician and/or Board certified psychologist selected by the Village for his/her consideration in making the determination of the employee's fitness for duty. The foregoing requirement shall be in addition to any requirement that an employee provide at his/her own expense a statement from his/her doctor upon returning from sick leave or disability leave. If it is determined that an employee is not fit for duty, the employee may be placed on sick leave (or unpaid medical leave if the employee does not have any unused sick leave days), or take other appropriate action.

Section 18.8. Physical Fitness Program. The Village may establish a reasonable mandatory physical fitness program which, if established, will include individualized goals. No employee will be disciplined for failure to meet any goals that may be established, as long as the employee makes a good faith effort to meet any such goals. Before any new program is implemented, the Village shall review and discuss the program at a meeting of the Labor-Management Committee.

Section 18.9. Training. Employees attending training sessions away from the Police Department shall be allowed to utilize a police department vehicles, when available, for travel to and from the training site. If a department vehicle is not available, employees shall be paid the prevailing IRS mileage allowance for the use of their personal vehicle.

Section 18.10. Restricted Duty. The Village may require an employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) to return to work in an available restricted duty assignment that the employee is qualified to perform, provided the Village's physician has determined that the employee is physically able to perform the restricted duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within three months.

An employee who is on sick leave or Worker's Compensation leave (as opposed to disability pension) has the right to request that he be placed in an available restricted duty assignment that the employee is qualified to perform and such a request shall be reasonably granted, provided that the Village's physician has reasonably determined that the employee is physically able to perform the restricted duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within three months. Nothing herein shall preclude an employee from presenting an opinion from their treating physician to the Village regarding their ability to perform such a restricted duty assignment, provided that the Village retains the right to send the employee to the Village's physician, as described herein.

If an employee returns or is required to return to work in a restricted duty assignment and the employee is unable to assume full duties and responsibilities within three months thereafter, the Village retains the right to place the employee on sick leave, on paid or unpaid disability leave or return the employee to his or her status immediately prior to being placed on restricted duty, whichever may be applicable, or take other appropriate action.

Nothing herein shall be construed to require the Village to create restricted duty assignments for an employee. Employees will only be assigned to restricted duty assignments when the Village at its sole discretion determines that the need exists and only as long as such need exists.

ARTICLE XIX

SAVINGS CLAUSE

Section 19.1. Savings Clause. In the event any Article, Section or portion of this Agreement shall be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and, upon issuance of such a decision, the Village and the Chapter agree to notify one another and to begin immediately negotiations on a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XX

ENTIRE AGREEMENT

Section 20.1. Entire Agreement. This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Village as provided in the Management Rights clause (Article II). The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, the Village and the Chapter, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. The Chapter also specifically waives any right it may have to impact or effects bargaining for the life of this Agreement.

ARTICLE XXI

TERMINATION

Section 21.1. Termination in 2014. This Agreement shall be effective at the time of its execution, and shall remain in full force and effect until midnight April 30, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 11th day of April, 2011, after ratification by the Chapter's membership and receipt of official approval by the President and the Village Board.

METROPOLITAN ALLIANCE OF POLICE
BURR RIDGE COMMAND CHAPTER #13

Mark Edgley
3/28/2011

Joseph Andalina
Joseph Andalina, President MAP

Date

VILLAGE OF BURR RIDGE, ILLINOIS

Ray Harris
President, Village of Burr Ridge
4/11/11
Date

APPENDIX A

ALTERNATIVE IMPASSE RESOLUTION PROCEDURE

The resolution of any bargaining impasse for a successor agreement shall be in accordance with the provisions of the Illinois Public Labor Relations Act and the rules and regulations of the Illinois State Labor Relations Board except as modified by the following:

1. The parties agree that the arbitration proceedings shall be heard by a single, neutral arbitrator. Each party waives the right to a three (3) member panel of arbitrators as provided in the Act.
2. In the absence of agreement on a neutral arbitrator, the parties agree to use the arbitrator selection procedure specified in Section 6.3 of the Collective Bargaining Agreement.
3. Within seven (7) calendar days of the service of a demand that the arbitrator selection process commence, the representatives of the parties shall meet and develop a written list of those issues that remain in dispute. The representatives shall prepare a Stipulation of Issues in Dispute for each party to then execute and for submission at the beginning of the arbitration hearing. The parties agree that only those issues listed in the Stipulation shall be submitted to the arbitrator for decision and award.
4. Not less than seven (7) calendar days prior to the date when the first day the arbitration hearings are scheduled to commence, the representatives of the parties shall simultaneously exchange in person their respective written final offers as to each issue in dispute as shown on the Stipulation of Issues in Dispute. The foregoing shall not preclude the parties from mutually agreeing to modify their final offers or to resolve any or all the issues identified as being in dispute through further collective bargaining.

APPENDIX B

SALARY SCHEDULE

CORPORALS

Fiscal Year Range Adjust	FY 10-11	FY 11-12 2.00%	FY 12-13 2.50%	FY 13-14 2.75%
Start	\$58,218.73	\$59,383.10	\$60,867.68	\$62,541.54
Step 1	\$61,596.17	\$62,828.09	\$64,398.80	\$66,169.76
Step 2	\$61,973.62	\$63,213.09	\$64,793.42	\$66,575.24
Step 3	\$68,351.07	\$69,718.09	\$71,461.04	\$73,426.22
Step 4	\$71,728.52	\$73,163.09	\$74,992.17	\$77,054.45
Step 5	\$75,105.96	\$76,608.08	\$78,523.28	\$80,682.67
Step 6	\$78,483.41	\$80,053.08	\$82,054.41	\$84,310.90
Step 7	\$81,860.86	\$83,498.08	\$85,585.53	\$87,939.13
Step 8	\$85,238.31	\$86,943.08	\$89,116.65	\$91,567.36

SERGEANTS

Fiscal Year Range Adjust	FY 10-11	FY 11-12 2.00%	FY 12-13 2.50%	FY 13-14 2.75%
Start	\$64,533.69	\$65,824.36	\$67,469.97	\$69,325.40
Step 1	\$68,166.01	\$69,529.33	\$71,267.56	\$73,227.42
Step 2	\$71,798.33	\$73,234.30	\$75,065.15	\$77,129.45
Step 3	\$75,430.65	\$76,939.26	\$78,862.74	\$81,031.47
Step 4	\$79,062.98	\$80,644.24	\$82,660.35	\$84,933.51
Step 5	\$82,695.30	\$84,349.21	\$86,457.94	\$88,835.53
Step 6	\$86,327.62	\$88,054.17	\$90,255.53	\$92,737.55
Step 7	\$89,959.94	\$91,759.14	\$94,053.12	\$96,639.58
Step 8	\$93,592.26	\$95,464.11	\$97,850.71	\$100,541.60

MEMORANDUM OF AGREEMENT

Except as otherwise permitted by applicable Village Ordinance, Command Chapter 13 of MAP, on behalf of all bargaining unit members covered by the initial collective bargaining agreement and the immediately succeeding agreement, agrees that during the term of said agreements no bargaining unit members will solicit, or assist in any way in the solicitation of, any person or entity for contributions on behalf of the Burr Ridge Police Department, the Village of Burr Ridge or for any person or entity affiliated in any way with any police organization. Nor shall any bargaining unit members to use the Village name, shield or insignia, communications systems, supplies and materials for solicitation of any type or kind. In addition, no bargaining unit members may aid or assist others in the use the Village name, shield or insignia, communications systems, supplies and materials for solicitation of any type or kind. This Memorandum of Agreement does not apply to the solicitation efforts of the Metropolitan Alliance of Police or any of its agents who are not bargaining unit employees.

This Memorandum of Agreement will not be attached to the aforesaid collective bargaining agreements. Moreover, it may not be cited or used by either party as precedent in any other forum except to enforce the terms of this Memorandum of Agreement.

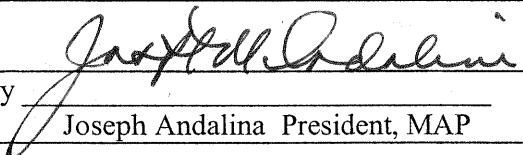
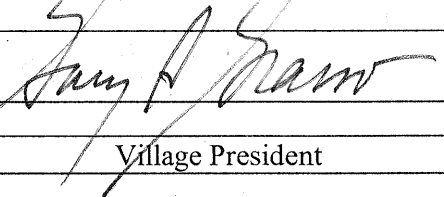
Executed this 11th day of April, 2011, after having been ratified by the Chapter 13 bargaining unit members and the Village Board of Trustees.

CHAPTER 13, on behalf of all bargaining unit members	VILLAGE OF BURR RIDGE
By <u>Joseph M. Andalina</u>	By <u>John Raw</u>
Joseph Andalina President, MAP	Village President

SIDE LETTER

This is a Side Letter to the 2011-2014 collective bargaining agreement between the Village of Burr Ridge and MAP Chapter 13. The Village and the Chapter hereby agree that each bargaining unit employee who is at the top step of their applicable salary schedule as of the date this Agreement is ratified will receive a one time, lump sum bonus in the gross amount of \$750.00, less applicable deductions, said amount to be remitted before May 1, 2011.

AGREED:

CHAPTER 13, on behalf of all bargaining unit members	VILLAGE OF BURR RIDGE
	
By _____ Joseph Andalina President, MAP	By _____ Village President